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2008-29757  
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Kenny J. [Signature]  
REGISTER OF DEEDS

**THIS PAGE ADDED  
FOR RECORDING  
INFORMATION.**

**DOCUMENT STARTS ON  
NEXT PAGE.**

# LLOYD J. DOWDING

**SARPY COUNTY REGISTER OF DEEDS**  
**Steven J. Stastny, Deputy**  
**1210 GOLDEN GATE DRIVE, STE 1109**  
**PAPILLION, NE 68046-2895**  
**402-593-5773**

A

**AMENDMENT #9 TO DECLARATION AND MASTER DEED OF TIBURON POINTE  
CONDOMINIUM PROPERTY REGIME AND BY-LAWS AND ANY  
PREVIOUSLY ADOPTED AMENDMENTS**

This Amendment made and entered this 15 day of OCTOBER, 2008, by approval of Unit Owners in accordance with provisions of these By-Laws is hereby adopted for the following properties:

**Units 1 through 38 Tiburon Pointe Condo Property Regime  
Sarpy County, Nebraska.**

**ARTICLE VI - RESTRICTIONS**

**6.19 Maintenance of Condominium Units and Limited Common Elements**

b) By the Association. The Association shall maintain, keep in good repair and upkeep, and replace (subject to available insurance proceeds), as a Common Expense assessed in accordance with this Declaration, all of the Condominium property not required to be maintained and kept in good order by an Owner and as otherwise set forth in this paragraph. The Association shall, by way of explanation and not limitation, be responsible to maintain, keep attractive, keep in good repair and replace all Common Elements and Limited Common Elements appurtenant to the Unit (except, however, that the Owner shall maintain such Limited Common Element terrace, porch, balcony, patio, driveway as might be assigned as Limited Common Element to his or her Unit). The Association shall be responsible for painting and staining all Common Elements, excluding the painting and staining of any patio or deck fencing or support structures thereof. The Association shall also be responsible for the repair, upkeep and maintenance of all roofs as Limited Common Elements serving any Units and the Association shall be responsible for the maintenance, repair and upkeep of any foundations in respect to improvements containing Units or otherwise. In the event the need for maintenance, repair or replacement which is the responsibility of the Association hereunder is caused through the willful and negligent act of an Owner, his or her family, guests, lessees, or invitees, then the Association shall give the Owner written notice of the repair, replacement or maintenance work needed and an estimated cost to accomplish such repair, replacement or maintenance work. The Owner shall have fifteen (15) days within which to pay the Association such estimated costs, and in the event of a failure to pay such costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Unit.

With the exception of the changes noted above, in all other respects the sections of Article VI – Restrictions shall remain as set forth in the original declaration as filed, or in previous amendments thereto.

Barbara A. Wagner  
President  
[Signature]  
Director

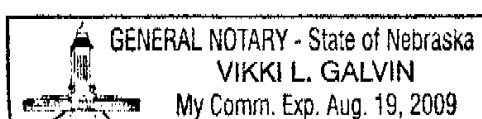
10-15-08  
Date  
10-15-08  
Date

2008-29757 B

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

Before me, a notary public in and for said county and state, personally came BARBARA H. WAGNER, President of Tiburon Pointe Condominium Association, Inc., a Corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Corporation.

WITNESS my hand and Notarial Seal this 15 day of OCTOBER, 2008.

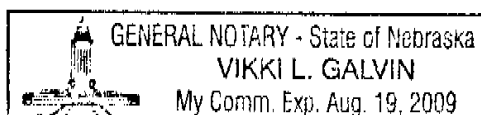


[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

Before me, a notary public in and for said county and state, personally came DAVID E. EVERHARTS, Director of Tiburon Pointe Condominium Association, Inc., a Corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Corporation.

WITNESS my hand and Notarial Seal this 15 day of OCTOBER, 2008.



[Signature]  
Notary Public

R+R

GROSS & WELCH, P.C., L.L.O.  
1500 Omaha Tower  
2120 South 72<sup>nd</sup> Street  
Omaha, NE 68124-2366